



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

but only the duty of ordinary care. It may not wilfully injure him, but is not obliged to take precautions to prevent injury until it has such notice or belief of his danger as would put a prudent man on the alert. The company is not obliged to reduce the speed of its trains, nor to stop them, whenever an object is seen on the track at a point where it has the exclusive right of way, which it has no reason to believe is, but which by possibility may be, a human being in peril, in order to ascertain what it is. And, though the object be between its rails, and the engineer of the train observe it in ample time to reduce the speed of the train or stop it, and neither blows the whistle, rings the bell nor slackens the speed of the train until too late to avoid a collision, and such collision occurs, resulting in the death of a human being, the company is not liable if the engineer and those in charge of the train have no reason to believe, and do not, in fact, believe that the object is animate until within a very short distance of it, and then use all the means within their power to avoid such collision, without avail.

RIGGAN'S ADM'R V. RIGGAN.—Decided at Richmond, April 16, 1896.

Cardwell, J: (Keith, P., dissenting.)

1. TRUSTS—*Parol agreement—Revocation of trust—Husband to hold wife's property for her—Secs. 2413, 2414, and 2840 of Code.* A valid trust can be created by parol in personalty or the proceeds of real estate, and, when once created, it cannot be subsequently altered or revoked by the party creating it, but is governed by the same rules as trusts created in writing. A husband and wife may agree, by parol, that he shall hold for her separate use property acquired by him by virtue of the marriage, and, if the rights of creditors will not be thereby anected, a court of equity will enforce the agreement. If the property is her separate estate by virtue of law, there is a valuable consideration for the agreement; if not, and the agreement is made after marriage, the consideration is meritorious. In the case in judgment there was such an agreement, and it is sufficiently established by proof. Sections 2413, 2414 and 2840 of the Code have no application to the case.

2. SEPARATE ESTATES—*Uncollected choses on April 7, 1877—Act of limitations between husband and wife.* Choses in action of a wife remaining uncollected on or after April 7, 1877, are the separate estate of the wife, though the marriage was previously solemnized, and the husband is liable to the wife therefor if he collects them. The act of limitations on such collections begins to run against the wife from the time that she has knowledge of such collections.

CHESAPEAKE & OHIO RAILWAY CO. V. MOSBY.—Decided at Richmond, April 16, 1896.—*Harrison, J:*

1. CONTRACTS—*Capacity of parties—Weakness of mind—Case in judgment.* The law presumes that every one is capable to contract, and exemption from liability for want of such capacity must be strictly established. Mere weakness of mind, lack of skill, or immaturity of judgment in one who has attained full age, are not of themselves sufficient to invalidate a contract, though taken in connection with other evidence, showing a lack of consent and an intention of the other party to overreach, they may have that effect. The case in judgment falls within the general rule. The evidence does not show a lack of legal capacity in the appellee to contract.